

Application Pack

Thank you for choosing NetPayments as your online Payments Service Provider (PSP).

In order for us to proceed with your request you need to complete, sign and return the attached documentation -

Application Form
Direct Debit Form

In the event that you are currently applying to an Issuing Bank for an Online Merchant ID Account, please complete, sign and return the documentation to us, as this may assist in preventing delays.

If you require any further assistance regarding the process please feel free to contact us on 08703 331159.

NetPayments

the independant low cost payment service

Application Form

Contact Name :

Company Name :

Registration Number :

Address :

City :

County :

Country :

Postal Code :

Website Address :

Email Address :

Telephone :

Fax :

Bank/Building Society :

Account Number :

Sort Code :

Online Merchant ID :

Aquiring Bank :

Currency Type :

Merchant Company No :
for NatWest Merchants

Duality Merchant No :
for HSBC Merchants

Switch Merchant No :
for HSBC Merchants

Which version of NetPayments are you interested in using?

Express : Lite : Schedule : DeferPay :

I have read and accept the Terms and Conditions contained within this Information Pack.

Signature :

Date :



Instruction to your Bank/Building Society to Pay by Direct Debit

Please fill in the whole form (excluding Official Use Box) using a ball-point pen.

To :

Customer Services Manager,
NetPayments,
Innovation House,
Mill Lane,
Rainford,
WA11 8LZ

Originator's Identification Number

4 0 2 3 7 7

Name(s) of Account :

Bank/Building Society Account Number :

Branch Sort Code :

Name and full-postal address
of Bank/Building Society :

To the Manager	Bank/Building Society
<hr/>	
Address	
<hr/>	
Postcode	
<hr/>	

Reference Number :

Official Use Only

Instruction

Please pay NetPayments Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with NetPayments and if so details will be passed electronically to my Bank/Building Society.

Signature(s) :

Date :

Banks and Building Societies may not accept Direct Debit from some types of account

This Guarantee should be detached and retained by the payer



The Direct Debit Guarantee

This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Bank or Building Society.

If the amounts to be paid or the payment dates change NetPayments Ltd will notify you within 3 working days in advance of your account being debited or as otherwise agreed.

If an error is made by NetPayments Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.

You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also forward a copy letter to us.

Term and Conditions for use of NetPayments PSP Services

This Agreement is between NetPayments Limited, registered in England number 3594874 and whose registered office is at Innovation House, Millbrook Business Park, Mill Lane, Rainford, St. Helens, WA11 8LZ ("NetPayments") and the trader, company, partnership, sole trader or other organisation ("Merchant") which indicates its acceptance of the terms of the Agreement by completing and signing the Application Form contained in the Information Pack. The Agreement is effective on the date signed by the Merchant on the Application Form ("Effective Date"). This Agreement replaces and supersedes any other Agreement between the parties for the Services defined below.

Definitions

"Services" mean electronic commerce services provided by NetPayments on a non-exclusive basis relating to the processing of credit and debit card payment authorisations and/or credit card, debit card, or other payment transactions, which are carried out in order to effect the transfer of funds between the customers of a Merchant and a Merchant.

"Fees" means the transaction commission payable by the Merchant to NetPayments for the provision of the Services as stated in Schedule 1.

Purpose

This Agreement forms the basis of a commercial relationship between NetPayments and the Merchant for the provision of the Services.

Duration of the Agreement

This Agreement shall continue perpetually with effect from the Effective Date unless and until terminated in accordance with the provisions of this Agreement.

Obligations of NetPayments

NetPayments agrees to provide the Services to the Merchant in an efficient and effective manner with best endeavour. The ability to provide the Services to the Merchant may also be subject to the approval and acceptance of the bank providing the merchant services with which the Merchant may have an independent agreement.

Obligations of the Merchant

The Merchant agrees to prominently display the NetPayments logo and associated text on the Internet web site to which the Services relate.

Terms of Payment

1. The Merchant agrees to pay NetPayments for the Services in accordance with the Fees stated in Schedule 1 of this Agreement. Fees may be subject to amendment from time to time by NetPayments who will provide details of such amendment to the Merchant with a minimum of 28 days notice.
2. The Merchant agrees to sign and submit a Direct Debit Instruction (DDI) for payment of all amounts due to NetPayments, in accordance with the regulations imposed under the BACS scheme. The Merchant confirms that any such DDI will remain in force until termination of the Agreement and all monies due to NetPayments have been paid in full.
3. If NetPayments is notified that our bank has returned a Direct Debit for Fees to us and marked as "unpaid" then NetPayments will notify Merchant within twenty-four hours that a Direct Debit for Monthly Fees has been returned as "UNPAID."

Term and Conditions for use of NetPayments PSP Services

4. An Administration charge of £25.00 will be made by NetPayments for each unpaid Direct Debit and will be added to the amount that is owed to NetPayments by the Merchant.
5. NetPayments will extend to the Merchant a grace period of two full business days from the date of notification to the Merchant of an Unpaid Direct Debit to allow Merchant to settle the account in full (including the Administration charge).
6. If the account is settled in full during the grace period, NetPayments will take no further action.
7. If the account is not settled in full during the grace period, NetPayments will, at its sole discretion and without notice implement Section 12 of this Agreement and so suspend Services to the Merchant. The effect of this is that the NetPayments server will become unavailable to the Merchant for online payments. Restoration of Services will be at the sole discretion of NetPayments and, if NetPayments decides to restore the Services, these will only be re-instated after cleared funds are received in the bank account of NetPayments.
8. NetPayments reserves the right to request advance deposit of average monthly fees if there is a recurring pattern of unpaid Direct Debits from the Merchant.

NetPayments shall be entitled to charge and recover interest from the Merchant on all overdue amounts calculated at a compound rate of two per cent per month from the due date until date of full payment.

Conditions

1. Where NetPayments provides any specification, design, plan or scheme, the Merchant agrees to check the accuracy and suitability of such specification, design, plan or scheme and agrees that NetPayments shall not be liable for any omissions errors or inaccuracies therein. Any documentation drawn up by NetPayments is, and will remain the intellectual property of NetPayments and may not be reproduced in whole or in part without the prior written consent of NetPayments.
2. Any dates quoted for the provision of the Services will be interpreted as approximate only and NetPayments shall not be liable for any delay in completion of any service howsoever caused.
3. NetPayments shall not in any circumstances be liable, whether in contract or tort, to the Merchant or Partner for any direct, indirect or consequential loss or damage (including, without limitation, loss of profits, loss of contracts or damage to property or persons) or for any claim against the Merchant or Partner by any third party.
4. NetPayments reserves the right to refuse to provide Services to any Merchant at its sole discretion. This clause will normally take effect in the event that a Merchant wishes to use the Services to support a business considered to be unsuitable in terms of ethics, principle, morality or general acceptability. In the event that such a form of business comes to light for which NetPayments is already providing Services, then NetPayments reserves the right to terminate the Agreement and suspend the Services with immediate effect and without notice.

NetPayments reserves the right to cease the Services with immediate effect in the event that any bank or credit card acquirer with whom a Merchant holds a merchant agreement declines to offer or continue to provide merchant services for any reason whatsoever.

Warranties

1. NetPayments warrants that the Services, when used as permitted under this Agreement will substantially perform the material functions described in the on our website () when operated on a computer system and using a configuration that meets the computer system requirements.

Term and Conditions for use of NetPayments PSP Services

1. The sole obligation of NetPayments in respect of any breach of the warranty contained in 1 above shall be to use reasonable endeavours to remedy any non-conformity of the Services PROVIDED THAT NetPayments has been notified of the non-conformity and that Merchant has co-operated fully with NetPayments in identifying any such non-conformity including without limitation providing access to its systems and any relevant data.

2. The above constitutes the only warranties and conditions provided by NetPayments in respect of the Services. The obligations and liabilities of NetPayments in this Agreement are in place of, and Merchant accordingly waives, insofar as it is permitted to do so by law, all implied warranties and conditions including without limitation any warranty of merchantability or fitness for a particular purpose whether or not any specific purpose has been notified to NetPayments.

Copyright

Unless confirmed otherwise in writing, NetPayments reserves all copyright and all intellectual property rights throughout the world to any information, idea, design, computer program, database, textual, graphical or other material developed by NetPayments or provided for publication on the World Wide Web or on any other medium. Material so protected may not be reproduced or copied by any means whether electronically or not without the express permission of NetPayments.

Confidentiality

NetPayments and Merchant undertake to each other:

1. To keep confidential all Confidential Information obtained or received as a result of discussions leading up to or the entering into, or obtains or receives in performance of, this Agreement;

2. Not to disclose the Confidential Information in whole or in part to any other person without the other's written consent, save those of its employees, agents or subcontractors involved in the implementation and/or support of the Services and who have a need to know the same and are bound by a similar confidentiality undertaking;

3. To use the Confidential Information solely in connection with the implementation and/or support of the Services and not for its own benefit or the benefit of any third party.

4. If the receiving party becomes aware of any breach of confidence by any of its employees, agents or sub-contractors it shall promptly notify the disclosing party of such breach and give the disclosing party all reasonable assistance in connection with any proceedings which the disclosing party may institute.

5. Notwithstanding 1 above, nothing in this Agreement shall be construed to prevent or restrict NetPayments from disclosing or using in the course of its business any technical knowledge, skill, know-how, concepts or expertise of a generic nature whether acquired by NetPayments in the performance of this Agreement or otherwise.

6. The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period five years after termination of this Agreement but the restrictions contained in this Section 11 shall cease to apply to any information which; may come into the public domain through no wrongful act of the receiving party; or is already known to the receiving party otherwise than through unauthorized disclosure by the receiving party, its employees, agents or sub-contractors; or is lawfully obtained by the receiving party from a third party who in making such disclosure breaches no obligation of confidence to the disclosing party; or is ordered to be disclosed by the legal process or requirement of law, provided that the receiving party uses reasonable commercial efforts to notify the disclosing party of such disclosure in advance and cooperates with any attempt by the disclosing party to obtain a protective order.

Term and Conditions for use of NetPayments PSP Services

Indemnities & Limitations of Liability

1. Without prejudice to Sections 7 and 8, the maximum liability for any loss suffered by Merchant in contract, common law, tort (including negligence) or otherwise howsoever arising, in relation to this Agreement shall not exceed the total fees paid by Merchant to NetPayments in the month preceding the date on which any claim for loss was submitted..
2. In no event will either part be liable to the other for special, indirect or consequential damages whether arising from tort (including negligence), breach of contract or howsoever, or for loss of profits, economic loss, loss of goodwill or anticipated saving or any losses arising from the loss of data.
3. The provisions of this Agreement allocate the risks between NetPayments and Merchant. The NetPayments pricing reflects this allocation of risk and limitation of liability as specified in this Agreement.
4. No party may commence an action under this Agreement more than one (1) year after the occurrence of an event of default, or in the event such default is not discoverable by the injured party when it has occurred, more than one (1) year after such default could and, in the exercise of due diligence, would have been discovered.

Termination of Agreement

This Agreement may be terminated and all Services suspended immediately without notice by either party if:

5. The other party commits a breach of any of its material obligations under this Agreement or the relevant license which is incapable of remedy;
6. The Direct Debit Instruction signed by the Merchant for payment of fees to NetPayments is cancelled;
7. The other party is in material breach of any of its obligations under this Agreement or the relevant license and fails to remedy the breach (if capable of remedy) within a period of thirty (30) days after receiving written notice of the breach from the other party. For the avoidance of doubt the failure to pay any sums due under this Agreement shall be considered a material breach
8. The other party is involved in any legal proceedings concerning its solvency or ceases trading or commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary, other than for the purposes of an amalgamation or reconstruction or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over all or any part of its assets.

Any termination of this Agreement will be without prejudice to any other rights or remedies of either party under this Agreement or at law and will not affect any accrued rights or liabilities of either party prior to the date of termination.

On termination of this Agreement no Fees already paid by Merchant shall be refunded and Merchant shall, within ten (10) calendar days, pay all amounts due and outstanding under this Agreement.

For the avoidance of doubt, termination of the Agreement by the Merchant will not be effective unless and until the Merchant ceases to use the Services of NetPayments. Any and all Services used by the Merchant subsequent to any purported termination of the Agreement by the Merchant shall be treated by NetPayments as if the Agreement has not been terminated and all relevant sections of the Agreement, including those provisions relating to payment, will continue in force.

Term and Conditions for use of NetPayments PSP Services

1. Publicity

NetPayments shall be entitled to refer to Merchant as a customer of NetPayments in its sales and marketing information. In addition NetPayments may from time to time issue press releases concerning this Agreement subject to Merchant providing its consent to such releases, which consent shall not be unreasonably withheld or delayed. Any other public disclosure or announcement by either party is not permitted.

2. Force Majeure

Neither party shall be liable to the other for failure to perform its obligations under this Agreement if such failure is a direct result of circumstances beyond the reasonable control of the party in default. If either party is prevented from meeting any of its obligations due to any cause outside its reasonable control, it shall promptly notify the other party in writing of the circumstances and shall use reasonable efforts to resume performance as soon as possible.

3. Law

This Agreement will be governed by and interpreted and litigated under the laws of England. Any controversy or claim arising out of, or relating to, this Agreement, or the existence, validity, breach, or termination hereof, whether during or after its term, shall be submitted for resolution to the jurisdiction of the courts of England.

4. Miscellaneous

This Agreement may be executed in counterpart copies, each of which shall constitute one and the same agreement. Facsimile signatures shall be effective as originals, and facsimile or other delivery of an executed signature page shall constitute delivery of the entire Agreement.

Use by the Merchant of the Services of NetPayments in a live or productive environment (that is, for the commercial benefit of the Merchant) shall constitute acceptance of all of the provisions of this Agreement and, in the absence of any required signatures, will have the same effect as if the Merchant appended his signature to this Agreement.

Schedule 1 – Fees

Monthly Fees for the Services are a combination of a monthly rental fee and a transaction commission fee. The details are as follows:

PRODUCT	SELECTED	RENTAL/MONTH	TRANSACTION COMMISSION
Express	<input type="checkbox"/>	£5.00	2%
SchedulePay	<input type="checkbox"/>	£9.99	2%
DeferPay	<input type="checkbox"/>	£9.99	2%
Lite	<input type="checkbox"/>	£9.99	0%

Minimum Monthly Fees

1. The Minimum Monthly Fee refers to the total amount of each invoice issued at the end of the month for fees relating to transactions during that month plus any rental amount (before VAT).

2. Where the total invoice amount (before VAT) is less £15.00, a amount equalling the difference between the amount due and £15.00 will be added to the invoice to bring the invoice total to £15.00 before VAT.